

21-10

4-0357

AGREEMENT

between the

HARMONY TOWNSHIP EDUCATION ASSOCIATION

AND THE

BOARD OF EDUCATION OF HARMONY TOWNSHIP

HARMONY TOWNSHIP BOARD of Education (Employer)

X EFFECTIVE SEPTEMBER 1, 1984 THRU AUGUST 31, 1986

SECTION I

RECOGNITION

Pursuant to Chapter 123, Public Laws of 1975, State of New Jersey, the Board hereby recognizes the Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment for all personnel, under contract, as herein included: teachers, nurse, librarian aide.

Unless otherwise indicated, the term teachers, when used hereinafter in this agreement, shall refer only to those personnel represented by the Association in the negotiating unit as defined above.

SECTION II

INSURANCE BENEFITS

A. Full Health Care Coverage

The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher, and in cases where appropriate, for family-plan insurance equivalent to Lehigh Valley Blue Cross, Blue Shield 100, and Major Medical. Determination of the insurance carrier shall be solely the Board's decision.

B. Dental Coverage

Effective September 1, 1984, the Board shall provide for employees the full cost of New Jersey Dental Service Plan, Program I-A. Coverage for new employees will be as stipulated in the Underwriting Policy and Requirements of NJDSP. The dental coverage will be available only for full-time employees working twenty (20) or more hours per week.

Effective September 1, 1985, the Board shall provide for employees the full cost of New Jersey Dental Service Plan, Program II-B. Coverage for new employees will be as stipulated in the Underwriting Policy and Requirements of NJDSP. The dental coverage will be available only for full-time employees working twenty (20) or more hours per week.

C. Full Prescription Coverage

In addition to the above stated program, provision shall be made to cover prescription drug insurance coverage.

SECTION IV

TUITION REIMBURSEMENT

- A. The Board of Education will reimburse teachers for tuition for graduate courses not required for initial certification. Reimbursement shall be made during the contract year (July 1 to June 30) up to a maximum of \$500 per teacher.
- B. To be eligible for reimbursement, the teaching staff member must receive prior written authorization from the chief school administrator for every course whether graduate or noncredit and must make application for such course within three (3) weeks of commencement, except in unusual circumstances. Graduate work shall be directly and intimately related to a teacher's current professional position and directly beneficial to school district.
- C. Successful completion of the course is required for reimbursement. Reimbursement will be made to individual teachers after proof of successful completion of courses has been submitted to the chief school administrator. An official transcript (or copy thereof) from the college or university showing a grade of "C" or better is required, together with the payment receipt(s) or cancelled check(s) showing payment for the course.
- D. Reimbursement shall be paid to all tenure teachers one week following a regular Board meeting. Nontenure teachers shall be paid at the same rate as in (A) above, but shall be paid during the contract year following completion of the course, providing that the nontenure teacher being reimbursed is still actively employed by the Board.
- E. Reimbursement will be accomplished through a separate check, different from payroll checks.

SECTION VI

GRIEVANCE PROCEDURE

A. Definition

1. A grievance is hereby defined as a claim by an employee or the Association based upon the interpretation or application of any of the provisions of this agreement, Board policy, or administrative decision affecting the terms and conditions of employment of a teacher or a group of teachers.
2. Any individual member of any group of members of the staff shall have the right to appeal the application of the provisions of this agreement through the following recognized levels: the school administrator, the Board of Education, and arbitration.

B. Purpose

The purpose of this procedure is to secure, at lowest possible level, starting informally with the employees' immediate supervisor, solutions to problems which may occasionally arise adversely affecting employees. The parties hereto agree that these proceedings should be kept as informal and confidential as may be appropriate at every level of the procedure. This does not rule out informal settlement at any level.

C. Conditions and Time Limits

1. A grievance to be considered under this procedure must be initiated by the aggrieved within ten (10) school days from the date he knew or should reasonably have been expected to know of its occurrence.
2. The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the parties hereto in writing.
3. Failure to process a grievance to the next step of the procedure within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
4. Failure to communicate the decision in writing on a grievance within the specified time limit shall permit the aggrieved to proceed to the next step.
5. It is understood that employees shall, during the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
6. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

8. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be final. Both parties shall comply with the decision.
9. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties.
10. The cost shall be borne equally by the Harmony Township Education Association and the Harmony Township Board of Education.

SECTION VIII

TEACHER ASSIGNMENT

If any changes in a teacher's class, subject assignment, or room assignment are to be made, a teacher will be notified, in writing, prior to the last day of school, whenever practicable.

Ultimate determination of teaching stations and teaching assignments are the Board's responsibilities, and shall be construed to be a matter of educational policy.

Professional vacancies shall be posted on the teachers' room bulletin board and on the sign-in sheet ten (10) days prior to the first interview. The Association will be given notice ten (10) days prior to the first interview on vacancies that occur between the last day of school and September 1. Interested staff members may apply for the opening and will be given first consideration, provided that the staff member holds the appropriate certification. However, the Board reserves the right of placement and hiring of all teachers.

Voluntary and Involuntary Transfers & Reassignments

- A. 1. As vacancies occur, the chief school administrator shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the current or following school year. Teachers who, prior to the end of the school year, request such notification, shall receive written notice of vacancies if such vacancies are within the area of their certification.
2. Filling Requests Teachers who desire a change in grade and/or subject assignment, may file a written statement of such desire with the chief school administrator. Such statement shall include the grade and/or subject to which the teacher desires to be assigned, in order of preference. Such requests for reassignments for the following year shall be submitted not later than April 15.
3. Posting As soon as practicable, the chief school administrator shall post and deliver to the Association a schedule showing the names of all teachers who have been reassigned and the nature of such reassignment.
- B. 1. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, but not later than the last day of school.
2. Teachers who have been involuntarily transferred or assigned shall have the right to meet with the chief school administrator to be notified of the reason thereof.
3. Teachers being involuntarily reassigned or transferred from their present positions shall have preference over those seeking voluntary transfer or reassignment in regard to choice among those positions which are vacant.

SECTION IX

TEACHER'S DAY

1. The teacher's day shall be six hours and forty minutes in duration, except the last day of the week, which shall be six hours. On the day before a holiday or on Friday, teachers may leave as soon as the last buses have departed. On an in-service time after 2:30 p.m. teachers shall remain until the meeting has been concluded.
2. During conference week teachers may leave the building as soon as the last conference is over, or at 1:00 p.m., if evening conferences are scheduled. If no conferences are scheduled, the day will be complete at the usual teacher dismissal time. This applies to Fall conferences. Teachers will schedule their own conferences in conjunction with the administrator.
3. Classroom teachers shall have a minimum of fifteen (15) minutes of preparation time per day and a minimum of one hundred and fifty (150) minutes of preparation time per five (5) day week. Preparation time shall correspond to the length and scheduling of special area subject periods or as mutually determined by the teacher and the chief school administrator within the teacher work day, as defined in Section IX. The Board reserves the right to reassign teachers to other duties during preparation periods in the event of an emergency. Part-time teachers shall have their preparation periods pro-rated on the amount of weekly time spent in the district. Preparation time shall be considered as the time between pupil dismissal and teacher dismissal.
4. When requested to return for evening meetings, teachers may leave the building five (5) minutes after pupils have been dismissed. These meetings shall include, but not be limited to: Open House, Spring Festival, MBS meetings, and Title I PAC.
5. As professionals, classroom teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in" or "clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing their own initials in the appropriate column of the faculty "sign-in roster."
6. Pursuant to the Memorandum of Understanding between the Board of Education and the Association signed by both parties on August 23, 1984, it is understood that fifteen (15) minutes instruction time be added to the student day. As agreed by both parties on October 8, 1984, the student day, as hereinbefore stated, shall be 322 minutes instructional time per day. Exceptions to this shall be on days when school shall be closed for emergency conditions, or on shortened days.

3. The returning teacher's assignment shall be at the discretion of the Board of Education.
 4. During the course of the unpaid leave of absence, the teacher on said leave shall not be eligible to either receive or accrue benefits except as statutorily required.
- C. A leave of absence without pay of up to two (2) years shall be granted for the purpose of caring for a sick member of the teacher's immediate family (mother, father, wife, husband, son, daughter) when a member of the family is not able to care for him/herself. Additional leave may be granted at the discretion of the Board.

SECTION XII
SALARY PROVISIONS

1. Staff employed on a ten (10) month basis shall be paid at their option, in twenty (20) equal semi-monthly installments or in twenty-two (22) equal installments starting with the first Friday following the opening of school and then every other Friday through June except when paragraphs three or four of this Section apply.

The option is to be made by a majority vote of the members of the bargaining unit to cover all employees of the bargaining unit. The decision or the vote will be conveyed to the chief school administrator by May 30 of each upcoming school year and may not be rescinded until the following year's vote.

2. Staff may elect to have deductions taken out of their pay that the Association petitions for to the Board Secretary for annuities, credit unions and savings bonds. For the credit union, the monies shall be deposited in an interest bearing account at Tri-County credit union. Payroll deductions for annuities will be made as long as participating employees agree to not more than three (3) companies for deductions. All written authorizations for deductions will be received by the chief school administrator by May 30 and authorizations cannot be rescinded during the school year, except by notice received by September 1 for the first half of the school year or by the last school day in December for the second half of the school year to take effect with the first paychecks in February.
3. When a payday falls on or during a school holiday, vacation or weekend, staff shall receive its pay checks on the last previous working day.
4. Staff members shall receive their final pay checks on the last working day in June. The last working day will be that day when all required work has been completed to the satisfaction of the administrator.
5. Part-time employees' salaries will be prorated.
6. A teacher with fifteen (15) years of service in the Harmony Township School district and who plans on retiring during the forthcoming school year, is entitled to \$12 per day for unused sick leave, up to a maximum of 100 days. It is the responsibility of the individual teacher to notify the Board of his/her intent no later than October 15 of the school year preceding retirement. If, in an emergency situation, the teacher decides to retire after October 15, he shall be paid in two fiscal years from the current fiscal year.

SECTION XV

EVALUATION

A. Open Evaluation

1. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.
2. An employee shall be given a copy of any visit or evaluation report prepared by the evaluator at least one (1) day before the formal conference to discuss it. No such report shall be placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

SECTION XVII

COMPLAINT PROCEDURE

A. Procedural Requirement

Any complaints regarding an employee made to any member of the administration or school board member by any parent, student, or other person which does or may influence evaluation of an employee shall be processed according to the procedure outlined below.

B. Meeting with the Administrator

The Administrator shall meet with the employee to appraise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

C. Meeting with the Board

If the Administrator is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the employee he shall forward the results of his investigation along with his recommendation, in writing, to the Board and a copy to all parties concerned.

After receipt of the findings and recommendations of the Administrator or his designee, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Administrator or his designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

Athletics Stipend 1985-86

<u>Soccer:</u>	<u>Head</u>	<u>Assistant</u>
	1 - 500	400
	2 - 550	450
	3 - 625	500
	4 - 700	550
	5 - 775	600

<u>Basketball:</u>	<u>Head</u>	<u>Assistant</u>
	1 - 525	425
	2 - 575	475
	3 - 650	550
	4 - 725	625
	5 - 825	700

<u>Softball:</u>	<u>Head</u>	<u>Assistant</u>
	1 - 485	385
	2 - 535	435
	3 - 610	485
	4 - 685	535
	5 - 760	585

<u>Cheerleading:</u>	<u>Head</u>	<u>Assistant</u>
	\$450 per sport	\$375 per sport

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Sal Guide
1984-85
CR9 CW11
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HARMONY TOWNSHIP BOARD OF EDUCATION
IN CONTRACT WITH
HARMONY TOWNSHIP EDUCATION ASSOCIATION
Salary Guide 1984-85

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	14700	15200	15500	15900	16300	16700
2	15100	15600	15900	16300	16700	17100
3	15500	16000	16300	16700	17100	17500
4	15900	16400	16700	17100	17500	17900
5	16400	16900	17200	17600	18000	18400
6	16850	17350	17650	18050	18450	18850
7	17300	17800	18100	18500	18900	19300
8	17850	18350	18650	19050	19450	19850
9	18550	19050	19350	19750	20150	20550
10	19050	19550	19850	20250	20650	21050
11	19750	20250	20550	20950	21350	21750
12	20600	21100	21400	21800	22200	22600
13	21500	22000	22300	22700	23100	23500
14	22750	23350	23650	24050	24450	24850

Longevity:

15-19 years	additional	1650
20-24 years	"	1950
25-29 years	"	2250
30 + years	"	2550

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 85-86
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HARMONY TOWNSHIP BOARD OF EDUCATION
 IN CONTRACT WITH
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 Salary Guide 1985-86

2-25-85

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	16000	16400	16800	17200	17600	18000
2	16400	16800	17200	17600	18000	18400
3	16800	17200	17600	18000	18400	18800
4	17200	17600	18000	18400	18800	19200
5	17600	18000	18400	18800	19200	19600
6	18100	18500	18900	19300	19700	20100
7	18550	18950	19350	19750	20150	20550
8	19050	19450	19850	20250	20650	21050
9	19600	20000	20400	20800	21200	21600
10	20300	20700	21100	21500	21900	22300
11	20800	21200	21600	22000	22400	22800
12	21500	21900	22300	22700	23100	23500
13	22600	23000	23400	23800	24200	24600
14	24800	25200	25600	26000	26400	26800

Longevity:

After	15 Years	additional	1450
After	20 Years	"	1750
After	25 Years	"	2050
After	30 Years	"	2350

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IN CONTRACT WITH
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~~Proposed~~ revision
~~2/28/86~~
8/4/86

Step -----	BA -----	BA+15 -----	BA+30 -----	MA -----	MA+15 -----	MA+30 -----
1	18500	18500	18500	18500	18500	18500
2	18500	18500	18500	18500	18500	18500
3	18500	18500	18500	18500	18500	18800
4	18500	18500	18500	18500	18800	19200
5	18500	18500	18500	18800	19200	19600
6	18500	18500	18900	19300	19700	20100
7	18550	18950	19350	19750	20150	20550
8	19050	19450	19850	20250	20650	21050
9	19600	20000	20400	20800	21200	21600
10	20300	20700	21100	21500	21900	22300
11	20800	21200	21600	22000	22400	22800
12	21500	21900	22300	22700	23100	23500
13	22600	23000	23400	23800	24200	24600
14	24800	25200	25600	26000	26400	26800

Longevity:

After	15 Years	additional	1450
After	20 Years	"	1750
After	25 Years	"	2050
After	30 Years	"	2350

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